

such Confidential Information. The Recipient shall also, within ten (10) days of a written request by the Disclosing Party, certify in writing that it has satisfied its obligations under this Paragraph.

9.7 The parties agree that an impending or existing violation of any provision of this Agreement would cause the Disclosing Party irreparable injury for which it would have no adequate remedy at law, and agree that the Disclosing Party shall be entitled to obtain immediate injunctive relief prohibiting such violation, in addition to any other rights and remedies available to it.

9.8 No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred by this Agreement or any disclosure hereunder, except for the right to use such information in accordance with this Agreement. No warranties of any kind are given with respect to the Confidential Information disclosed under this Agreement or any use thereof, except that the Disclosing Party warrants that it has the authority to make the disclosures contemplated hereunder.

9.9 All obligations undertaken respecting Confidential Information disclosed hereunder shall survive termination of this Agreement.

9.10 No permitted assignment shall relieve the Recipient of its obligations hereunder with respect to Confidential Information disclosed to it prior to the assignment.

SECTION X

Governing Law

This Agreement will be governed by and construed in accordance with the laws of the State where the services giving rise to the dispute have been performed.

SECTION XI

Amendments and Waivers

By written agreement, the parties may amend, add or delete Sections, subsections or Exhibits to this Agreement. Such action will not constitute a modification or change of any other Section, Subsection or Exhibit to this Agreement, unless explicitly stated in such written agreement. The failure of either party to enforce any provision of this Agreement will not be construed as a waiver of such provision or any other rights under this Agreement. If one party fails to enforce any provision of this Agreement, it is the responsibility of both parties to continue to comply with all provisions of this Agreement and its Exhibits.

SECTION XII

Publicity and Use of Trademarks or Service Marks

Neither Party nor its subcontractors or agents shall use the other Party's trademarks, service marks, logos, or other proprietary trade dress in any advertising, press releases, publicity matters other promotional materials or otherwise without such Party's prior written consent. Neither Party will publicize the existence of this Agreement or the relationship between the Parties hereto without the other Party's prior written consent.

SECTION XIII

Defaults or Violations

If either party defaults on or violates the terms and conditions of this Agreement or connects the facilities of the other party other than as specifically provided herein, the performing party, after notifying the non-performing party in writing of such default, violation or improper facility connection and allowing the non-performing party thirty (30) days to cure such default, violation or improper connection, may terminate this Agreement immediately.

SECTION XIV

Excused Performance

Neither Ameritech nor MFS shall be liable to the other for any delay or failure in performance hereunder due to fires, strikes, other labor disputes, embargoes, requirements imposed by governmental regulations, civil or military authorities, acts of God, the public enemy or other causes which are beyond the control of the party unable to perform (hereinafter "excused performance"). If an excused performance occurs, the party delayed or unable to perform shall give immediate notice to the other party.

SECTION XV

Notices

Notices given by one party to the other under this Agreement shall be in writing and shall be effective if delivered personally, or sent by facsimile, or express delivery service, or certified mail or first class U.S. mail postage prepaid and addressed to the respective parties as follows:

To Ameritech :

Ameritech Information Industry Services
350 North Orleans
Floor 3
Chicago, IL 60654
Attn.: Vice President and General Counsel

To MFS:

MFS Intelenet, Inc.
999 Oakmont Plaza Drive
Suite 400
Westmont, Illinois 60559
Attn: Director, Regulatory Affairs,
Central Region

or to such other address as either party shall designate by proper notice.

Notices will be deemed given as of the earlier of a) the date of actual receipt, b) the next business day when notice is sent via express mail, personal delivery or facsimile or c) three (3) days after mailing in the case of first class or certified U.S. mail.

SECTION XVI

Severability

If any provision of this Agreement is held invalid or unenforceable, such provision shall be deemed deleted from this Agreement and shall be replaced by a valid and enforceable provision which so far as possible achieves the same objective as the severed provision was intended to achieve, and the remaining provisions of this Agreement shall continue in full force and effect.

SECTION XVII

No Third Party Beneficiaries

Nothing in this Agreement shall be interpreted, construed or regarded as creating any third-party beneficiary rights, either express or implied.

SECTION XVIII

Joint Work Product

This Agreement is the joint work product of representatives of Ameritech and MFS; accordingly, in the event of ambiguities, no inferences will be drawn against either party, including the party that drafted the Agreement in its final form.

SECTION XIX

Rules and Regulations for Collection of Surcharge

MFS is responsible to conform to state laws, rules and regulations related to 911 services which require surcharge collection from MFS' subscribers and distribution of fees to municipalities.

SECTION XX

Record Retention

Except as otherwise required by law or agreed to in writing, each Party shall maintain all books, records, contracts, instruments, data and other documents, including all accounting records, and any other information that may be stored on any computer medium (collectively, the "Records"), relating to the performance of its obligations under this Agreement for a period which shall be the greater of: (I) twelve (12) months, (except for mechanized records which shall be kept for two (2) months) or (ii) each party's existing corporate records retention policy, if any, or (iii) the period required by applicable federal, state or local laws. Each Party may review the other Party's records, at the reviewing Party's sole expense, upon thirty (30) days' prior written notice to such Party. Such review will be conducted during the non-reviewing Party's normal business hours and, while on such Party's premises, the

reviewing Party and/or its agent shall abide by the non-reviewing Party's established security regulations and such other reasonable conditions as the non-reviewing Party may deem appropriate.

SECTION XXI

Dispute Resolution between Executives.

Other than those matters involving injunctive relief as a remedy, the parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between executives who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this Agreement. Any party may give the other party written notice of any dispute not resolved in the normal course of business. Within seven (7) business days after delivery of this notice, the receiving party shall submit to the other a written response. The notice and the response shall include (i) a statement of each party's position and a summary of the arguments supporting that position, and (ii) the name and title of the executive who will represent that party and of any other person who will accompany the executive. Within fifteen (15) business days after delivery of the disputing party's notice, the executives of both parties shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to attempt to resolve the dispute. All reasonable requests for information made by one party to the other will be honored.

- (a) All negotiations pursuant to this Section are confidential and shall be treated as compromise and settlement negotiations for purposes of federal and state rules of evidence and shall not be admissible for any

purpose, in any form or in substance, in any subsequent litigation or alternate dispute resolution should the negotiations pursuant to this Section not resolve any dispute.

- (b) If the matter has not been resolved within forty-five (45) days of the disputing party's notice, or if the parties fail to meet within thirty (30) days, either party may, but shall not be required to, initiate non-binding mediation of the controversy or claim under the then-current Center for Public Resources ("CPR") Model Procedure for Mediation of Business Disputes or proceed with any other remedy available pursuant to law or equity.
- (c) Continued Performance. Ameritech shall continue to provide services under this Agreement during the dispute resolution proceedings and MFS shall continue to make payments to Ameritech in accordance with this Agreement.

SECTION XXII

Entire Agreement

This Agreement and Exhibits supersede all proposals or prior agreements and constitute the entire Agreement between the parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, THIS AGREEMENT has been executed by the parties on the date(s) shown below.

MFS Intelenet, Inc.

Ameritech Information Industry Services, a division of Ameritech Services, Inc.

By: Daniel Canuso

By: A. Raymond Thomas

Printed: DANIEL CANUSO

Printed: A. Raymond Thomas

Title: VICE PRESIDENT

Title: GENERAL MANAGER

Date: 3/14/96

Date: 3/13/96

for MFS Intelenet, Inc. on behalf of and as agent for MFS Intelenet of Illinois, Inc., MFS Intelenet of Indiana, Inc., MFS Intelenet of Michigan, Inc., MFS Intelenet of Ohio, Inc. and MFS Intelenet of Wisconsin, Inc.

for Ameritech Services, Inc. on behalf of and as agent for Ameritech Illinois, Ameritech Indiana, Ameritech Michigan, Ameritech Ohio and Ameritech Wisconsin



EXHIBIT A

E911 SERVICE FEATURE DESCRIPTION

Standard Features:

- (1) Forced Disconnect enables the PSAP attendant to release a connection on a 9-1-1 call, even if the calling party remains off-hook. The time required to effect the forced disconnect varies as a function of the office type, but is generally between 10 and 30 seconds.
- (2) Default Routing (DR) is activated when an incoming E911 call cannot be selectively routed due to an ANI failure, garbled digits or other causes. Such incoming calls are routed from the E911 Control Office to a default PSAP. Each incoming E911 facility group to the Control Office is assigned to a designated default PSAP. ANI and ALI data is not provided when a call is Default Routed.
- (3) Alternate Routing (AR) allows E911 calls to be routed to a designated alternate location if (1) all E911 Service Lines to the Primary PSAP are busy, or (2) the Primary PSAP closes down for a period (eg: night service).
- (4) Central Office Transfer Arrangements:
 - (a) Manual Transfer enables the PSAP attendant to transfer an incoming call by depressing the switchhook of the associated telephone or the "add button on the Display and Transfer Unit and dialing either a 7-digit telephone number or a 2-digit Speed Calling Code of the appropriate PSAP.
 - (b) Fixed Transfer enables a PSAP attendant to transfer incoming E911 calls to Secondary PSAPs by use of a single button on the Display and Transfer Unit.

(c) Selective Transfer provides the PSAP with the ability to transfer an incoming call to another responding agency by depressing a single button labeled with the type of agency, e.g., "FIRE", on the Display and Transfer Unit. Selective Transfer is only available when Selective Routing is provided.

EXHIBIT B

E911 MEET POINTS FOR PRIMARY AND DIVERSE ROUTES

The meet point for MFS' Primary and Diverse Routes to the mux/co-location or 911 Control Offices is at the Ameritech Central Office. MFS shall pay tariff charges for Diverse routes. MFS will be responsible for determining the proper quantity of trunks from its end office(s) to the Ameritech Central Office(s). Trunks between the Ameritech Central Office and the Ameritech Control Office shall be delivered by Ameritech within 20 days following order by MFS. Following delivery, MFS and Ameritech will cooperate to promptly test all transport facilities between MFS' Network and the Ameritech Control Office to assure proper functioning of the 911 service.

EXHIBIT C

RATE TABLE - ILLINOIS

911 SERVICES PROVIDED:

Automatic Number Identification (ANI), Automatic Location Identification (ALI) and selective routing (SR), charge per 100 Access Lines* serviced by the 911 Network: \$22.75 per month.

The per 100 Access Lines charge will include the following number of trunks per trunk group between the Ameritech Central Office and Ameritech Control Offices deemed sufficient to accommodate traffic:

Access Lines	Trunks provided at no additional charge
01-1,500 =	2 Trunks
1,501-7,500 =	3 Trunks
7,501-18,500 =	4 Trunks
18,501-33,500 =	5 Trunks

Should MFS desire more trunks than those described above, MFS shall acquire such additional trunks from Ameritech at rates, terms and conditions provided in Ameritech's tariffs.

Optional Manual Update:	Update of the ALI/DMS data base from paper copies of service order activity furnished by MFS, charge per updated record: \$.80
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Address and Routing File	\$975.00 per request per NPA**
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Multiple Control Office Software Enhancement	\$850.00 non-recurring charge per affected Control Office
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SERVICES PROVIDED

A. Exchanges covered by Agreement:

Ameritech shall provide 911 Service described in Exhibit A and selected by MFS in the exchanges in which both of the following conditions are met: (1) MFS is authorized to provide local exchange services in such exchange(s), and (2) Ameritech is the 911 service provider in such exchange(s).

B. MFS Updates:

MFS elects to furnish daily updates to the end user information contained within the MFS data base. Ameritech will provide MFS with the proper address to which updates should be sent.

* Or fraction thereof. The minimum charge will be based upon 100 Access Lines. Number of Access Lines applicable will include all lines contained within the ALI/DMS data base, including those that are outside of MFS' geographical boundary jurisdiction, but within MFS' exchange boundary and set for routing via the 911 network.

** This charge applies for entire NPA or fraction thereof, however, subsequent splits of NPA's will not result in an additional charge.

EXHIBIT C

RATE TABLE -INDIANA

911 SERVICES PROVIDED:

Automatic Number Identification (ANI), Automatic Location Identification (ALI) and selective routing (SR), charge per 1000 Access Lines* serviced by the 911 Network: \$____per month and a nonrecurring charge of \$_____.

The per 1000 Access Lines charge will include the following number of trunks per trunk group between the Ameritech Central Office and Ameritech Control Offices deemed sufficient to accommodate traffic:

Access Lines	Trunks provided at no additional charge
01-1,500 =	2 Trunks
1,501-7,500 =	3 Trunks
7,501-18,500 =	4 Trunks
18,501-33,500 =	5 Trunks

Should MFS desire more trunks than those described above, MFS shall acquire such additional trunks from Ameritech at rates, terms and conditions provided in Ameritech's tariffs.

Optional Manual Update:	Update of the ALI/DMS data base from paper copies of service order activity furnished by MFS at no additional charge. Ameritech reserves the right to institute a charge for Optional Manual Update service upon sixty days written notice to MFS. In that event, electronic update service shall continue to be available at no charge.
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Address and Routing File	\$975.00 per request per NPA**
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Multiple Control Office Software Enhancement	\$850.00 non-recurring charge per affected Control Office
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SERVICES PROVIDED

A. Exchanges covered by Agreement:

Ameritech shall provide 911 Service described in Exhibit A and selected by MFS in the exchanges in which both of the following conditions are met: (1) MFS is authorized to provide local exchange services in such exchange(s), and (2) Ameritech is the 911 service provider in such exchange(s).

B. MFS Updates:

MFS elects to furnish daily updates to the end user information contained within the MFS data base. Ameritech will provide MFS with the proper address to which updates should be sent.

* Or fraction thereof. The minimum charge will be based upon 1000 Access Lines. Number of Access Lines applicable will include all lines contained within the ALI/DMS data base, including those that are outside of MFS' geographical boundary jurisdiction, but within MFS' exchange boundary and set for routing via the 911 network.

** This charge applies for entire NPA or fraction thereof, however, subsequent splits of NPA's will not result in an additional charge.

EXHIBIT C

RATE TABLE - MICHIGAN

911 SERVICES PROVIDED:

Automatic Number Identification (ANI), Automatic Location Identification (ALI) and selective routing (SR), charge per 1000 Access Lines* serviced by the 911 Network: \$90.00 per month and a nonrecurring charge of \$1,274.00.

The per 1000 Access Lines charge will include the following number of trunks per trunk group between the Ameritech Central Office and Ameritech Control Offices deemed sufficient to accommodate traffic:

Access Lines	Trunks provided at no additional charge
01-1,500 =	2 Trunks
1,501-7,500 =	3 Trunks
7,501-18,500 =	4 Trunks
18,501-33,500 =	5 Trunks

Should MFS desire more trunks than those described above, MFS shall acquire such additional trunks from Ameritech at rates, terms and conditions provided in Ameritech's tariffs.

Optional Manual Update:	Update of the ALI/DMS data base from paper copies of service order activity furnished by MFS at no additional charge. Ameritech reserves the right to institute a charge for Optional Manual Update service upon sixty days written notice to MFS. In that event, electronic update service shall continue to be available at no charge.
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Address and Routing File	\$975.00 per request per NPA**
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Multiple Control Office Software Enhancement	\$850.00 non-recurring charge per affected Control Office
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SERVICES PROVIDED

A. Exchanges covered by Agreement:

Ameritech shall provide 911 Service described in Exhibit A and selected by MFS in the exchanges in which both of the following conditions are met: (1) MFS is authorized to provide local exchange services in such exchange(s), and (2) Ameritech is the 911 service provider in such exchange(s).

B. MFS Updates:

MFS elects to furnish daily updates to the end user information contained within the MFS data base. Ameritech will provide MFS with the proper address to which updates should be sent.

* Or fraction thereof. The minimum charge will be based upon 1000 Access Lines. Number of Access Lines applicable will include all lines contained within the ALI/DMS data base, including those that are outside of MFS' geographical boundary jurisdiction, but within MFS' exchange boundary and set for routing via the 911 network.

** This charge applies for entire NPA or fraction thereof, however, subsequent splits of NPA's will not result in an additional charge.

EXHIBIT C

RATE TABLE - OHIO

911 SERVICES PROVIDED:

Automatic Number Identification (ANI), Automatic Location Identification (ALI) and selective routing (SR), charge per 1000 Access Lines* serviced by the 911 Network: \$48.45 per month and a nonrecurring charge of \$5,103.75.

The per 1000 Access Lines charge will include the following number of trunks per trunk group between the Ameritech Central Office and Ameritech Control Offices deemed sufficient to accommodate traffic:

Access Lines	Trunks provided at no additional charge
01-1,500 =	2 Trunks
1,501-7,500 =	3 Trunks
7,501-18,500 =	4 Trunks
18,501-33,500 =	5 Trunks

Should MFS desire more trunks than those described above, MFS shall acquire such additional trunks from Ameritech at rates, terms and conditions provided in Ameritech's tariffs.

Optional Manual Update:	Update of the ALI/DMS data base from paper copies of service order activity furnished by MFS at no additional charge. Ameritech reserves the right to institute a charge for Optional Manual Update service upon sixty days written notice to MFS. In that event, electronic update service shall continue to be available at no charge.
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Address and Routing File	\$975.00 per request per NPA**
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Multiple Control Office Software Enhancement	\$850.00 non-recurring charge per affected Control Office
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SERVICES PROVIDED

A. Exchanges covered by Agreement:

Ameritech shall provide 911 Service described in Exhibit A and selected by MFS in the exchanges in which both of the following conditions are met: (1) MFS is authorized to provide local exchange services in such exchange(s), and (2) Ameritech is the 911 service provider in such exchange(s).

B. MFS Updates:

MFS elects to furnish daily updates to the end user information contained within the MFS data base. Ameritech will provide MFS with the proper address to which updates should be sent.

* Or fraction thereof. The minimum charge will be based upon 1000 Access Lines. Number of Access Lines applicable will include all lines contained within the ALI/DMS data base, including those that are outside of MFS' geographical boundary jurisdiction, but within MFS' exchange boundary and set for routing via the 911 network.

** This charge applies for entire NPA or fraction thereof, however, subsequent splits of NPA's will not result in an additional charge.

EXHIBIT C

RATE TABLE -WISCONSIN

911 SERVICES PROVIDED:

Automatic Number Identification (ANI), Automatic Location Identification (ALI) and selective routing (SR), charge per 1000 Access Lines* serviced by the 911 Network: \$100.00 per month and a nonrecurring charge of \$1,880.00.

The following number of trunks per trunk group between the Ameritech Central Office and Ameritech Control Offices deemed sufficient to accommodate traffic are:

Access Lines	Trunks
01-1,500 =	2 Trunks
1,501-7,500 =	3 Trunks
7,501-18,500 =	4 Trunks
18,501-33,500 =	5 Trunks

Trunks shall be provided at rates, terms and conditions provided in Ameritech's tariffs.

Optional Manual Update:	Update of the ALI/DMS data base from paper copies of service order activity furnished by MFS at no additional charge. Ameritech reserves the right to institute a charge for Optional Manual Update service upon sixty days written notice to MFS. In that event, electronic update service shall continue to be available at no charge.
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Address and Routing File	\$975.00 per request per NPA**
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Multiple Control Office Software Enhancement	\$850.00 non-recurring charge per affected Control Office
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SERVICES PROVIDED

A. Exchanges covered by Agreement:

Ameritech shall provide 911 Service described in Exhibit A and selected by MFS in the exchanges in which both of the following conditions are met: (1) MFS is authorized to provide local exchange services in such exchange(s), and (2) Ameritech is the 911 service provider in such exchange(s).

B. MFS Updates:

MFS elects to furnish daily updates to the end user information contained within the MFS data base. Ameritech will provide MFS with the proper address to which updates should be sent.

* Or fraction thereof. The minimum charge will be based upon 1000 Access Lines. Number of Access Lines applicable will include all lines contained within the ALI/DMS data base, including those that are outside of MFS' geographical boundary jurisdiction, but within MFS' exchange boundary and set for routing via the 911 network.

** This charge applies for entire NPA or fraction thereof, however, subsequent splits of NPA's will not result in an additional charge.

Exhibit C
Case No. U-11098

DIRECTORY ASSISTANCE SERVICES AGREEMENT

DATED: March 13, 1996

DIRECTORY ASSISTANCE SERVICES AGREEMENT

Effective as of March 13, 1996

Executed as of March 13, 1996

THIS AGREEMENT, is effective as of the 13 day of March, 1996, between Ameritech Information Industry Services, a division of Ameritech Services, Inc., a Delaware Corporation, and as an agent for Ameritech Illinois, Ameritech Indiana, Ameritech Michigan, Ameritech Ohio and Ameritech Wisconsin (collectively referred to as Ameritech) and MFS Intelenet, Inc. on behalf of and as an agent for MFS Intelenet of Illinois, Inc., MFS Intelenet of Indiana, Inc., MFS Intelenet of Michigan, Inc., MFS Intelenet of Ohio, Inc. and MFS Intelenet of Wisconsin, Inc. (collectively referred to as "MFS").

WHEREAS Ameritech wishes to provide and MFS wishes to acquire Ameritech's Directory Assistance services; and

WHEREAS both parties want to expand their business relationship;

THEREFORE, in consideration of the promises and covenants contained herein, the parties do mutually agree as follows.

1. Scope of the Agreement

- 1.1 This Agreement establishes the terms and conditions governing the provision to MFS by Ameritech of Directory Assistance Services in the States of Illinois, Indiana, Michigan, Ohio and Wisconsin.

2. Scope of the Services

- 2.1 Ameritech will provide Directory Assistance (DA) services to MFS. The services will include Home NPA Directory Assistance service, Customer Name and Address and Information Call Completion services and branding. Exhibit A defines those services and the charges applicable to each. MFS exchanges for which these services will be provided are listed in Appendix A attached to this Agreement. The currently existing NPA/Exchange areas of Ameritech Directory Assistance, Customer Name and Address and Information Call Completion services are listed in Exhibit "B." In the event that new NPA/Exchange areas are created that

cover the same geographic areas as the currently existing NPA/Exchange areas, Exhibit B shall be amended to include any new NPA/Exchange areas.

- 2.2 MFS will provide the necessary direct trunking and termination facilities to the mutually agreed upon meet point with Ameritech facilities for DA services. Additional MFS responsibilities for delivering traffic to Ameritech are set forth in Exhibit C.

3. Responsibilities of the Parties

- 3.1 Ameritech will provide and maintain the equipment at its DA centers necessary to perform the services under this Agreement, with the goal of assuring that the DA service meets current industry standards.
- 3.2 Ameritech will provide DA in accordance with its then current internal operating procedures and/or standards. The service provided, including response times, will be of a quality no less favorable than that which Ameritech provides to its own end user customers.
- 3.3 Ameritech will maintain a quality of service that will satisfy the standards, if any, established by the state regulatory commission having jurisdiction over the provision of such service. MFS has the right, once annually, to visit each Ameritech owned or subcontracted office upon reasonable notice to Ameritech or with greater frequency by mutual consent. Upon thirty (30) days written notice, MFS may perform on-site audits and review documents used to prepare bills. Ameritech will share upon request service results regarding speed of answer, average work time and abandon from queue measurements.
- 3.4 MFS is solely responsible for providing all equipment and facilities to deliver DA traffic to the meet point with Ameritech facilities. Where the total traffic exceeds the capacity of the existing circuits, additional circuits and additional facilities shall be provided by the respective companies, to the extent necessary.
- 3.5 MFS will provide and maintain the equipment at its offices necessary to permit Ameritech to perform its services in accordance with the equipment operations and traffic operations which are in effect in Ameritech's DA offices. MFS will locate, construct and maintain its facilities to afford reasonable protection against hazard and interference, whether from foreign wire lines or otherwise.

- 3.6 MFS will furnish to Ameritech all information necessary for provision of DA. This information shall be treated as Confidential and Proprietary. MFS will furnish Ameritech twenty (20) days before DA service is initiated details necessary to provide that service. This information includes, but is not limited to, listing information for the areas to be served by Ameritech, and network information necessary to provide for the direct trunking of the DA calls. MFS will keep these records current and will inform Ameritech, in writing, at least thirty (30) days prior to any changes in the format to be made in such records. MFS will inform Ameritech of other changes in the records on a mutually agreed upon schedule.
- 3.7 For branding of DA calls, MFS must provide a cassette tape of an announcement, no longer than 3 seconds, for installation on each DA switch serving MFS' customers.
- 3.8 MFS grants to Ameritech during the term of this Agreement a non-exclusive, perpetual license to use the DA listings provided pursuant to this Agreement. DA listings provided to Ameritech by MFS under this Agreement shall be treated as Confidential and Proprietary and will be maintained by Ameritech only for providing DA information to MFS' subscribers, and will not be disclosed to third parties. This section does not prohibit Ameritech and MFS from entering into a separate agreement which would allow Ameritech to provide or sell MFS' DA listing information to third parties, but such provision or sale would only occur under the terms and conditions of the separate agreement.

4. Billing and Payment

- 4.1 Ameritech will bill MFS monthly for the DA services it performs at the rates specified in Exhibit A, which will include detailed billing information as required to substantiate its charges. Where Ameritech offers the same services on the same basis and at similar volumes to another similarly situated certified local exchange company customer within the State in which intraLata services are provided pursuant to this Agreement, Ameritech agrees to offer the services described herein to MFS on terms which are no less favorable than the terms on which these same services are offered to such other customer. If during the term of this Agreement, Ameritech enters into an agreement or contract with any other similarly situated certified local exchange company customer to provide the same service described herein at a lower rate, or on terms and conditions that are materially different or more favorable than those set forth herein, Ameritech will notify MFS within thirty (30) calendar days and offer such services to MFS at rates, terms and conditions that are no less favorable than those provided to such other customer.